

AutoZone Community Relations

GRANT AGREEMENT

AutoZone, Inc. is pleased to support the efforts of your organization and is providing a grant for the explicit purpose(s) described herein. This grant and any future allocations are subject to your acceptance of the following conditions.

Please note: AutoZone expects that all charitable organizations receiving funding maintain communication with AutoZone throughout the funding cycle. This includes, but is not limited to, advance notice of events, promotional efforts, social media communications and volunteer requests. In addition, advance notice and approval for use of the AutoZone name and logo is *required*. Failure to comply with these expectations and keep AutoZone apprised of project activity may compromise future funding opportunities.

Grantee Organization	Memphis/Shelby Crime Commission ("Grantee")
Amount of Grant	\$250,000
Date Authorized	July 24, 2017
Purpose of Grant	Public Safety Retention and Recruitment Initiative
Requirements	The table below outlines AutoZone's requirements and due dates as they apply.

Requirement	Due Date
The criteria and terms of this grant must be mutually agreed upon by both Grantee and AutoZone.	August 4, 2017
Grant Agreement must be signed.	August 4, 2017
AutoZone's name and/or logo use must be approved by AutoZone's Community Relations team. <u>Refer to Sections 6 and 7 in the General Grant Conditions.</u>	A minimum two weeks prior to publishing or sending to production
All requirements for AutoZone advertisements to be published in programs, newsletter, magazine, websites and the like; must be provided to AutoZone's Community Relations team. <u>Refer to Section 6 and 7 in the General Grant Conditions.</u>	One month prior to due date
AutoZone's postage-paid tax card, to be provided with payment, must be completed, signed and returned to AutoZone.	15 days from receipt of payment

Payment Schedule	The grant will be paid in one (1) installment of \$250,000 within 60 days of
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receiving this signed Grant Agreement.

Special Conditions

- AutoZone will provide \$250,000 to support Grantee and Grantee's partnership with the City of Memphis to recruit and retain public safety personnel.
- Grantee will provide an annual report to AutoZone that identifies and explains progress toward benchmarks identified in the Funding Agreement between the City of Memphis and the Memphis Shelby Crime Commission, attached hereto as Exhibit A (the "Funding Agreement").
- Grantee will provide to AutoZone copies of the City Division of Human Resources quarterly, written progress reports submitted to the Grantee, including current Memphis Police Department ("MPD") complement for Police and Public Safety Dispatchers, MPD retention trends and statistics and cumulative progress on recruiting leads, prospects, and recruits for officers and dispatchers.
- Grantee will notify AutoZone in writing of any amendments or updates to the Funding Agreement.
- Notwithstanding any other provision of this Agreement to the contrary, if Grantee fails to meet all the requirements and milestones set forth in the Funding Agreement, then Grantee shall upon request of AutoZone, return to AutoZone all monies received under this Agreement within thirty (30) days of such request and forfeit amounts not yet paid out under this Agreement.

General Grant Conditions

1. **Grant Purpose:** The grant shall be used solely for the purpose(s) outlined in the grant application submitted by Grantee to AutoZone and should be reflected in the Grantee's records accordingly. Material changes (10% or more) to the project scope, budget, or timing must be reported to AutoZone within 30 days of Grantee's becoming aware of such change.
2. **IRS/Foundation Status:** Before receiving any or all of the monies provided in this grant, the Grantee must submit proof of qualifying non-profit status including a tax-exempt determination letter from the Internal Revenue Service. The Grantee shall also give immediate notice to AutoZone should any of the following occur: the Grantee loses its exempt status as outlined in Section 501(c)(3) of the Internal Revenue Code, is notified that it is being reviewed by a federal or state organization for an alleged violation of its exempt status, or becomes a private foundation under Section 509(a) of the Internal Revenue Code.
3. **Grant Evaluation and Reporting:** Upon request from AutoZone, Grantee must provide AutoZone a detailed written report on the use of the grant. This report must contain an evaluation of the program or project, any budget information, a copy of your most recent annual report/tax return and/or a final report upon completion of the project. Additionally, an evaluation of operations performed under this grant may be undertaken at the expense of AutoZone, and may include visits by representatives of AutoZone to discuss the program with the Grantee's personnel.

4. **Financial Information:** It is the responsibility of the Grantee to maintain a complete and accurate accounting of all funds received and expended during the course of this grant. AutoZone reserves the right to conduct or order an audit at its own expense, upon reasonable notice, of the Grantee's records as they relate to this grant.
5. **Grantee Operating Budget:** If there are any significant changes (10% or more) to Grantee's project or operating budget throughout the year, Grantee must notify AutoZone within 30 days of Grantee's becoming aware of such change and provide an explanation of the variance.
6. **Use of AutoZone logo:** AutoZone encourages Grantee to publicize the fact that AutoZone is sponsoring the project. The AutoZone logo and its variations can only be reproduced with specific written authorization from AutoZone. The AutoZone logo, its elements and its colors, cannot be modified or replaced without specific written approval from AutoZone. The logo Grantee is provided can only be reproduced in the media specified in the publicity plan and the media as approved by AutoZone. If Grantee needs to use the AutoZone logo in a different medium, Grantee must contact AutoZone for authorization first. Reproducing or distributing the AutoZone logo without AutoZone's written authorization is prohibited. Any media in which the AutoZone logo is reproduced must be sent to AutoZone for approval prior to final production. PDF files or JPEG files are acceptable for proofing. Send all logo requests, proofs for approval, and questions regarding this topic to: Tracy Houston, communications manager at Tracy.Houston@AutoZone.com, 901.495.7123. Any uses of the AutoZone logo must be approved by AutoZone's Community Relations and Marketing departments.
7. **Grant Publicity:** Grantee may not publicize the fact that AutoZone is sponsoring the project without prior written consent from AutoZone, which consent may be given via email. Grantee will provide AutoZone a detailed report of all recognition, publicity plans, and signage designed to support this project. Press releases related to the grant must be provided to AutoZone's Vice President, Government and Media Relations for review and approval two weeks prior to the release date and before being released to the media (television, radio, newspapers, Internet). No press releases may be made without AutoZone's written approval, which may be given via email. In addition, Grantee shall inform AutoZone of requests for interviews by media related to this Grant Agreement prior to such interviews taking place. AutoZone reserves the right to have a representative present at such interviews. **No disclosure of the amount of the grant may be made.**
8. **Grant Terms:** In the event that this Agreement is not signed and returned within 30 days of the date issued, AutoZone may, at its discretion, withdraw the grant.
9. **Grant Period:** If the Special Conditions and General Grant Conditions listed above are not met within the time period specified (or within one year from the date of this Grant Agreement if no other time period is specified), AutoZone may, at its discretion, withdraw the grant.
10. **Applicable Laws:** Grantee and Grantee's personnel, agents, directors, officers and subcontractors shall comply with all federal, state and local laws, rules, ordinances and regulations. Grantee shall reimburse AutoZone for any loss, damage or claim to the extent resulting from the non-compliance of Grantee and/or Grantee's personnel, agents, directors, officers and subcontractors to any federal, state, or local law, rule, or ordinance within thirty (30) days after proof of such loss, damage or claim. Grantee hereby agrees to indemnify, defend and hold harmless AutoZone, its directors, officers and employees from any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments, including reasonable attorneys' fees and expenses, to the extent arising from the non-compliance or violation by Grantee and/or Grantee's personnel, agents, directors, officers and subcontractors to any federal, state, or local law, rule, or ordinance. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless AutoZone, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of AutoZone, its officers, directors, employees or agents.

11. **Nondiscrimination:** In connection with the execution of this Agreement, Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, nation origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons. Grantee further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, and other applicable federal and state laws to ensure that employment practices and the delivery of services are non-discriminatory. Under this requirement, Grantee shall not discriminate on the basis of race, color, national origin, political affiliation, religion, marital status, sex, age or handicap.
12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee applicable to agreements made and to be performed entirely within the State, without regard to its conflict of laws statutes. The parties agree that any dispute arising hereunder or relating to this Agreement shall be litigated in the State of Tennessee and venue shall lie in the County of Shelby.
13. **Prior Agreements:** This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.
14. **Assignment:** Grantee shall not assign its rights, duties or obligations under this Agreement without the prior written consent of AutoZone. Any assignment by Grantee in violation of this provision shall be void, and shall be cause for immediate termination of the Agreement.
15. **Severability:** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
16. **No Waiver:** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other provision of this Agreement.
17. **Agreement Signature:** The following signatures indicate Grantee's agreement to the specifications, project objectives, and expected results outlined in the grant offer and that all information provided to AutoZone by Grantee is true and correct to the best of Grantee's knowledge. The signatures also confirm Grantee's commitment to the project objectives, expected results and organizational status as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.

Grantee

AutoZone, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AZ Legal Approval: _____